

Patrick A. Swindell (SBN 19587450)

SWINDELL LAW FIRM

106 SW 7th Ave.

Amarillo, TX 79101

(806) 374-7979

(806) 374-1991 FAX

E-mail: pat@swindellandassociates.com

**PROPOSED ATTORNEYS FOR KRISU HOSPITALITY, LLC
DEBTOR AND DEBTOR IN POSSESSION**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

IN RE:

KRISU HOSPITALITY, LLC ,

Debtor.

§
§
§
§
§

Case No. 19-20347
(Chapter 11)

EXPEDITED HEARING REQUESTED

MOTION TO USE CASH COLLATERAL

TO THE HONORABLE ROBERT L. JONES, U.S. BANKRUPTCY JUDGE:

Krisu Hospitality, LLC the debtor and debtor in possession ("Krisu" or the "Debtor"), file this

Motion to Use Cash Collateral (the "Motion to Use Cash Collateral") and in support thereof would show the Court the following.

INTRODUCTION

1. This motion seeks interim authorization to use cash collateral from November 4, 2019 through and until December 15, 2019 and final authorization to use cash collateral from December 15, 2019 through and until February 29, 2020, without prejudice to subsequent extensions.

2. Krisu constructed, and owns and operates, the LaQuinta Inn & Suites Hotel in Pampa, Texas.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this action pursuant to Rule 4001 of the Federal Rules of Bankruptcy Procedure and, without limitation, §§ 105, 361 and 363 and 1101 et seq. of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the “Code”).

4. Venue action is proper in this Court pursuant to 28 U.S.C. § 1409.

5. The Court may try this action to a conclusion and enter final orders under *Stern v. Marshall*, 131 S. Ct. 2594 (U.S. 2011).

FACTUAL BACKGROUND

The identity and background of the Debtor and Debtor in Possession.

6. Krisu constructed, and owns and operates, the LaQuinta Inn & Suites Hotel in Pampa, Texas.

The Commencement of the Bankruptcy Case.

7. On November 4, 2019, Krisu commenced the above-captioned Chapter 11 case by filing a voluntary petition.

8. The factors leading to the commencement of this case include the (1) lingering effects of replacement of the original general contractor and delayed opening of the hotel, (2) changes in the Choice-Wyndham reservations and payment system which interrupted receipts on corporate accounts, and (3) difficult economic conditions in the rural Texas Panhandle resulting from fluctuations in the energy industry.

Factual background in support of the relief requested.

9. Krisu requires immediate access to cash collateral in order to pay the expenses of operating the hotel, including the payment of wages, utilities, and consumables used in at the hotel.

10. A proposed interim budget for the period of November 4, 2019 through December 15, 2019 (the "Budget"). *See Exhibit 001.*

11. Centennial Bank, ("Centennial"), and Panhandle Regional Economic Development Counsel ("PREDC", and together with Centennial, the "Lender" or collectively the "Lenders") appear to be the relevant prepetition lienholder with respect to cash collateral. *See Exhibit 002.*

12. Krisu seeks authority to use cash collateral consistent with the Budget and the accompanying proposed Interim Order pending a final hearing and the entry of a Final Order authorizing the use of cash collateral. (The Debtor will submit a budget through February 29, 2020 prior to the hearing to consider the Final Order).

RELIEF REQUESTED

13. Pursuant to Code §§ 105, 361, and 363 the Debtor respectfully requests an expedited hearing on this Motion and entry of interim and final orders granting authorization on an interim basis to use cash collateral from November 7, 2019 through and until December 15, 2019, and final authorization to use cash collateral from December 15, 2019 through and until February 29, 2020, without prejudice to subsequent extensions.

14. A proposed form of interim cash collateral order is attached hereto and incorporated by reference herein.

BASIS OF RELIEF

15. Krisu requires immediate access to cash collateral in order to pay the expenses of operating the hotel, including the payment of wages, utilities, and consumables used in at the hotel.

16. Use of cash collateral will ensure the continued, uninterrupted operation of the hotel, and thus the preservation of the value of the hotel for the benefit of this case and its creditors.

17. Centennial and PERDC shall be adequately protected in the use of cash collateral by Krisu by the granting of replacement liens against the property of the estate coextensive with the prepetition liens of the lenders, and with the super priority under Code § 361(2) as set forth in the proposed Interim Order.

RESERVATION OF RIGHTS

18. Krisu reserves the right to amend and/or supplement this Motion prior to any hearing, including particularly with respect to the proposed interim budget, Exhibit 001.

NOTICE

19. Krisu through the undersigned counsel has provided notice of this Motion to Use Cash Collateral and the related request for an expedited hearing to the parties entitled to notice under L.B.R. 9007-1(b) and by electronic means where available.

20. As indicated below, a Certificate of Service separate from this Motion to Use Cash Collateral will be filed.

CONCLUSION AND PRAYER

WHEREFORE, Krisu Hospitality, LLC, Debtor and Debtor in Possession, respectfully requests that an expedited hearing be held on this Motion and that the Court immediately grant the Debtor's interim use of cash collateral according to the budget, Exhibit 001, and set a final hearing to consider the entry of a final cash collateral order for the period of November 4, 2019 through December 15, 2019 without prejudice to subsequent extensions. The Debtor further requests such other and further relief to which the Debtor is entitled at law or in equity.

Dated: November 5, 2019

Respectfully submitted:

SWINDELL LAW FIRM

By: /s/ Patrick A. Swindell
Patrick A. Swindell
State Bar No. 19587450
106 SW 7th Ave.
Amarillo, TX 79101
(806) 374-7979
(806) 374-1991 FAX
E-mail: pat@swindellandassociates.com

PROPOSED ATTORNEYS FOR KRISU
HOSPITALITY, LLC , DEBTOR AND DEBTOR IN
POSSESSION

CERTIFICATE OF SERVICE

A separate Certificate of Service will be filed.

/s/ Patrick A. Swindell
Patrick A. Swindell

EXHIBIT 001
[CASH COLLATERAL BUDGET]

EXHIBIT 001**4 Week Budget****Krisu Hospitality****Date 11/15/2019**

	11/5/2019	11/12/2019	11/19/2019	11/26/2019	12/3/2019	12/10/2019	12/17/2019	TOTAL	% SALES	PR/YEAR	% SALES	VARIANCE
STATISTICS												
Available Rooms												
Occupied Rooms												
Occupancy %												
Average Daily Rate												
Rev/Pn	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
REVENUE												
Rooms	\$ 24,500	\$ 25,000	\$ 23,000	\$ 26,000	\$ 23,200	\$ 24,000	\$ 25,500	\$ 171,000	50.99	\$ 100,000	51.00	0.00%
Food	\$ 250	\$ 300	\$ 150	\$ 200	\$ 50	\$ 150	\$ 180	\$ 900	20.00%	\$ 10,000	10.00	-
Beverage												
Telephone												
Other												
Misc.												
TOTAL REVENUE	\$ 24,750	25,300	23,150	26,300	23,200	24,500	25,500	172,850	100.00%	\$ 100,000	\$ 100,000	\$ 72,850
DEPARTMENTAL PROFITS												
Rooms												
Food												
Beverage												
Telephone												
Other												
Misc.												
TOTAL DEPARTMENTAL PROFITS												
DEDUCTIONS FROM INCOME												
State Occupancy Tax												
Administrative & General Dept	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,500	50.00	\$ 10,000	10.00	-
Utilities, 9.0% Insurance Dep.	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,500	50.00	\$ 10,000	10.00	-
Property Insurance	\$ 2,500	\$ 6,000	\$ 9,000	\$ 2,500	\$ 9,000	\$ 2,500	\$ 9,000	\$ 27,000	50.00	\$ 10,000	10.00	-
Payroll	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 14,000	50.00	\$ 10,000	10.00	-
Breakfast												
Credit Card Commission	\$ 1,000											
Franchise Fee	\$ 200	\$ 15,000	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 15,200	50.00	\$ 10,000	10.00	-
Marketing/PR	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,400,000	50.00	\$ 10,000	10.00	-
Telephone & Internet	\$ 500		\$ 500									
Direct TV	\$ 984	\$ 984	\$ 984	\$ 984	\$ 984	\$ 984	\$ 984	\$ 1,968,000	50.00	\$ 10,000	10.00	-
Laundry	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 1,500,000	50.00	\$ 10,000	10.00	-
Gas	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 1,000,000	50.00	\$ 10,000	10.00	-
Water	\$ 1,000		\$ 1,000									
Electricity	\$ 1,000		\$ 1,000									
TOTAL DEDUCTIONS	\$ 9,310	26,700	1,200	10,200	12,000	26,700	1,200	\$ 87,020,000	47.45%	\$ 10,000	\$ 10,000	\$ 67,020

EXHIBIT 002

11/3/2019

Order Menu

TEXAS SECRETARY of STATE
RUTH R. HUGHS

Debtor Name Search

This debtor name search was performed on 11/03/2019 03:40 PM with the following search parameters:
DEBTOR NAME: KRISU HOSPITALITY
CITY: [Not Specified]

Order	View	Filing Number	Filing Type	Filing Date	Pages	Lapse Date
<input type="checkbox"/>	<input checked="" type="checkbox"/>	14-0025690178	Financing Statement	08/11/2014 05:00 PM	3	08/12/2024
<input type="checkbox"/>	<input checked="" type="checkbox"/>	19-00052617	Continuation	02/12/2019 03:46 PM	1	n/a

Debtor KRISU HOSPITALITY, LLC
#6 SHINNECOCK
AMARILLO, TX,
79022

Secured Party CENTENNIAL BANK, A TEXAS STATE BANKING
ASSOCIATION
7207 82ND
STREET
LUBBOCK, TX,
79424

Order	View	Filing Number	Filing Type	Filing Date	Pages	Lapse Date
<input type="checkbox"/>	<input checked="" type="checkbox"/>	17-0019263514	Financing Statement	06/06/2017 02:16 PM	1	06/06/2022
<input type="checkbox"/>	<input checked="" type="checkbox"/>	17-00193610	Assignment	06/07/2017 08:58 AM	1	n/a

Debtor KRISU HOSPITALITY, LLC
6 SHINNECOCK DRIVE
AMARILLO, TX, 79124

Secured Party TEXAS PANHANDLE REGIONAL DEVELOPMENT CORPORATION
801 S FILLMORE SUITE 205
AMARILLO, TX, 79101

Secured Party U S SMALL BUSINESS ADMINISTRATION
1205 TEXAS AVENUE - ROOM 408
LUBBOCK, TX, 79401

Select All Filings **Instructions**

- Press 'New Search' if you wish to perform another web inquiry.
- Press 'Previous' or 'Next' to scroll through the results of this inquiry.
- Enter the page number and click 'GO' button to view the desired page.
- Press 'Order Search Certificate' if you wish to order a search certificate with the parameters entered for this web inquiry.
- If you wish to order only selected filings for this debtor, check by the filings and press 'Order Selected Filings'.
- Checked filings will be retained from page to page as you scroll through the results of this inquiry.
- If an order for a search certificate or selected filings is placed against this web inquiry, the web inquiry fee will be waived.
- Check 'Select All Filings' and press 'Order Selected Filings' if you wish to order copies of all filings and full filing history for the results of this web inquiry.
- To view a particular filing document, click on the image under 'View' for the desired document.

EXHIBIT 002

14-0025690178

08/11/2014 05:00 PM

FILED

TEXAS
SECRETARY OF STATE
SOS

560423650002

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS:

A. NAME & PHONE OF CONTACT AT FILER (optional)
Christopher W. Coke (806) 472-5419

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Centennial Bank 7207 82nd Street Lubbock, Texas 79424



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1a, leave all of item 1 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a. ORGANIZATION'S NAME KRISU HOSPITALITY, LLC
--

OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS #6 SHINNECOCK	CITY AMARILLO	STATE TX	POSTAL CODE 79022	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b).

3a. ORGANIZATION'S NAME CENTENNIAL BANK, A TEXAS STATE BANKING ASSOCIATION
--

OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 7207 82nd Street	CITY Lubbock	STATE TX	POSTAL CODE 79424	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral.

See Exhibit A attached hereto.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Debtor's Personal Representative
6a. Check only if applicable and check only one box
 Public Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Check only if applicable and check only one box
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessor/lessor Consignee/Consignor Seller/Buyer Bailee/Bailee Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

CB: X **Christopher Coke**

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11) International Association of Commercial Administrators (IACA)

EXHIBIT 002

EXHIBIT "A"

UNIFORM COMMERCIAL CODE FINANCING STATEMENT

DEBTOR: Krisu Hospitality, LLC, a Texas limited liability company

SECURED PARTY: Centennial Bank, a Texas state banking association
7207 82nd Street
Lubbock, Texas 79424

Description of Collateral:

1. The premises described as:

All of Lot Two (2) of the United Subdivision in the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section 101, Block 3, J&GN Ry. Co. Survey, in the City of Pampa, Gray County, Texas, according to the map or plat of said Subdivision on file in the office of the County Clerk of Gray County, Texas;

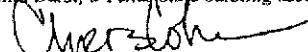
together with all of the easements, rights of way, privileges, liberties, hereditaments, strips and gores, streets, alleys, passageways, ways, waters, watercourses, rights and appurtenances thereto belonging or appertaining, and all of the estate, right, tide, interest, claim or demand whatsoever of Debtor therein and in the streets and ways adjacent thereto, either in law or in equity (collectively, the "Land"); (i) all buildings, structures, and other improvements now or hereafter situated or to be situated on the Land (the "Improvements"); and (ii) all right, title and interest of Debtor in and to (1) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land or the Improvements; (2) any strips or gores between or among the Land and abutting or adjacent properties; and (3) all water and water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (a) sometimes collectively called the "Premises"); (b) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or useful to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) sometimes collectively called the "Accessories", all of which are hereby declared to be permanent accessions to the Land); (c) all (i) of Debtor's assignable rights in and to all plans and specifications for the Improvements, and any and all changes thereto; (ii) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitment for financing to pay any of the Indebtedness (as defined below), insurance policies, architectural, engineering, construction, management, leasing, and other contracts, including any property management agreement (when signed) and any post-closing rights under the contract or contracts pursuant to which Debtor acquired the Land, and general intangibles (including but not limited to trademarks, trade names and symbols) related to the Premises or the Accessories or the design, construction, use or operation thereof;

EXHIBIT 002

(iii) deposits (including Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits or reserves under any Loan Instrument for taxes, insurance or otherwise), money, accounts, instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories together with any and all tax and/or insurance escrow accounts and/or reserve accounts required under the provisions of any of the Loan Instruments; (iv) permits, licenses, franchises, certificates, certificates of occupancy, development rights, communitments and rights for utilities, wells, septic systems and other rights and privileges obtained in connection with the Premises or the Accessories; (v) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories; (vi) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed or obtained therefrom, and the proceeds thereof; (vii) engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property (as defined below) which are in the possession of Debtor or in which Debtor can otherwise grant a security interest; and (viii) development fees, sales commissions and leasing commissions; and (d) all (i) proceeds of or arising from the properties, rights, titles and interests referred to above, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by eminent domain or transfer in lieu thereof for public or quasi-public use under any Law, and proceeds arising out of any damage thereto; and (ii) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and if the estate of Debtor in any of the property referred to above is a leasehold estate (the "Leasehold Estate"), this conveyance shall include, and the lien created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Debtor in or to the property demised under the lease creating the leasehold estate. The above described property is collectively referred to herein as the "Mortgaged Property." Any and all proceeds of every kind or character now owned or hereafter arising from or by virtue of any of the Property herein described, and all replacements, substitutions, or accessions to any of the above.

Dated: July 31, 2014.

Centennial Bank, a Texas state banking association

By: 

Christopher W. Coke, Senior Vice
President

EXHIBIT 002**UCC FINANCING STATEMENT AMENDMENT****FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (optional)
Centennial Bank 806-775-8138

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Centennial Bank
904 Ave O
Lubbock, TX 79401
USA

FILING NUMBER: 19-00052517

FILING DATE: 02/12/2019 03:46 PM

DOCUMENT NUMBER: 567571460002

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. UCC FINANCING STATEMENT FILE NUMBER This FINANCING STATEMENT AMENDMENT is to be filed (or record) for recording in the REAL ESTATE RECORDS
14-0025690178 Filer (or filer) An amendment addendum (Form UCC5a) and witness Debtor's name in item 1a

2. TERMINATION: Check unless of the Financing Statement identified above is terminated (with respect to the security interests) of the Secured Party authorizing the Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and also name of Assignor in item 8

For partial assignment, complete item 7a and 7b, also assignee address (instead of item 8)
4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interests of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes. This Change affects Debtor or Secured Party of record. AND Check one of these three boxes to:

CHANGE name and/or address: Complete item 6a or 6b, and item ADD name: Complete item 7a or 7b. DELETE name: Give record name and item 7c
to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party information Change - provide only one name 6a or 6b

7a. ORGANIZATION'S NAME

OR INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name 7a or 7b (use exact full name, do not omit, modify, or abbreviate any part of the debtor's name)

7a. ORGANIZATION'S NAME

OR INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME/INITIAL(S) SUFFIX

7b. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. COLLATERAL CHANGE: Also check one or these four boxes ADD collateral Delete collateral RESTATE covered collateral ASKED collateral
Indicate as later:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name 6a or 6b (name of Assignee if this is an Assignment)

This is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

8a. ORGANIZATION'S NAME

CENTENNIAL BANK, A TEXAS STATE BANKING ASSOCIATION

OR INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

KRISU HOSPITAL - BJP

FILING OFFICE COPY

EXHIBIT 002**UCC FINANCING STATEMENT****FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (optional)
Sell Griffin McLain PC 8063743765

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Sell Griffin McLain PC

504 South Polk

Suite 101

Amarillo, TX 79101

USA

FILING NUMBER: 17-0019263514

FILING DATE: 06/06/2017 02:16 PM

DOCUMENT NUMBER: 742607060002

FILED: Texas Secretary of State

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1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all or item 1 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. **ORGANIZATION'S NAME**
Krisn Hospitality, LLC
OR 1b. **INDIVIDUAL'S SURNAME**

FIRST PERSONAL NAME **ADDITIONAL NAME(S)/INITIAL(S)** **SUFFIX**

1c. **MAILING ADDRESS** **CITY** **STATE** **POSTAL CODE** **COUNTRY**
6 Shinnecock Drive **Amarillo** **TX** **79124** **USA**

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all or item 2 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. **ORGANIZATION'S NAME**
OR 2b. **INDIVIDUAL'S SURNAME**

FIRST PERSONAL NAME **ADDITIONAL NAME(S)/INITIAL(S)** **SUFFIX**

2c. **MAILING ADDRESS** **CITY** **STATE** **POSTAL CODE** **COUNTRY**

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

3a. **ORGANIZATION'S NAME**
Texas Panhandle Regional Development Corporation
OR 3b. **INDIVIDUAL'S SURNAME**

FIRST PERSONAL NAME **ADDITIONAL NAME(S)/INITIAL(S)** **SUFFIX**

3c. **MAILING ADDRESS** **CITY** **STATE** **POSTAL CODE** **COUNTRY**
801 S Fillmore, Suite 205 **Amarillo** **TX** **79101** **USA**

4. COLLATERAL This financing statement covers the following collateral:
All Equipment, Fixtures, and Furniture used in the operation of La Quinta Inn & Suites located at 500 West Harvester Avenue, Pampa, Gray County, Texas, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance and account proceeds).

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad item 12 for instructions) being administered by a Debtor's Personal Representative

6a. Check only if applicable and check only one box: Check only if applicable and check only one box.

Public-Private Transaction Manufacturing-House Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable) Lessee/Lessor Consignee/Consignor Seller/Buyer Grantee/Beneficiary Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

SBA 59697050-01

FILING OFFICE COPY

EXHIBIT 002**UCC FINANCING STATEMENT AMENDMENT****FOLLOW INSTRUCTIONS****A. NAME & PHONE OF CONTACT AT FILER (optional)**

Sell Griffin McLain PC 8063743765

B. E-MAIL CONTACT AT FILER (optional)**C. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Sell Griffin McLain PC
504 South Polk
Suite 101
Amarillo, TX 79101
USA

FILING NUMBER: 17-00193610**FILING DATE: 06/07/2017 08:58 AM****DOCUMENT NUMBER: 742751240002****FILED: Texas Secretary of State****IMAGE GENERATED ELECTRONICALLY FOR WEB FILING****THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1. **UCC FINANCING STATEMENT FILE NUMBER** **17-0019263514**

This FINANCING STATEMENT AMENDMENT is to be filed (by record) as recorded in the STATE RECORDS.
File against Amendment, Amended, Item 10, and provide Debtor's name in Item 13.

2. **TERMINATION:** Effectiveness of the Financing Statement (Identified above) is terminated w/ respect to the security interests of the Secured Party authorizing the Termination Statement.

3. **ASSIGNMENT** (full or partial): Provide name of assignee in Item 7a or 7b and address of Assignee in Item 7c and also name of Assignor in item 9.

Full assignment, complete Item 7 and 9 and also indicate whether collateral in Item 5.

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above, w/ respect to the security interests of Secured Party, authorizes the Continuation Statement to continue for the additional period indicated by and until the:

5. PARTY INFORMATION CHANGE:

Check one of these two boxes. This Change affects Debtor or Secured Party of record. AND Check one of these three boxes to:

CHANGE name and/or address: Complete item 6a or 6b, and Item 7a or 7b and Item 7c **ADD name: Complete item 7a or 7b, and item 7c** **DELETE name: Give record name to be deleted in item 6a or 6b**

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change. Provide only one name (Block 6a)

6a. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/NAME(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change. Provide only one name (Block 6b) use exact full name do not edit, modify, or abbreviate any part of the Debtor's name.

6b. ORGANIZATION'S NAME

U.S. Small Business Administration

6c. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/NAME(S)

SUFFIX

6d. MAILING ADDRESS

1205 Texas Avenue - Room

CITY

STATE

POSTAL CODE

COUNTRY

408

8. **COLLATERAL CHANGE:** Also check one of these four boxes. **ADD collateral** **DELETE collateral** **RESTATE covered collateral** **RESCINN collateral**
Indicate collateral.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (Block 9a) (name of Assignor, if this is an Assignment of a Note, or an Amendment authorized by a Debtor, check here and provide name of Amending Center)

9a. ORGANIZATION'S NAME

Texas Panhandle Regional Development Corporation

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/NAME(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

SBA 69697050-01

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